



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance  
May 2, 2019

**REQUESTED ACTION**

The NH Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend the existing contract with the Southwest Region Planning Commission (Vendor #155492), Keene, NH, to accomplish the original scope of the project by extending the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Council approval. The original agreement was approved by Governor & Executive Council on February 7, 2018 (Item #19). Time extension only, no new funding.

**EXPLANATION**

This time-only extension is being requested to address some unforeseen delays in the contract approval process. The additional time request allows for the Southwest Regional Planning Commission to accomplish the original scope of the project within a more reasonable timeline, rather than compressing the timeline as previously proposed. The intent of this effort is to assess the feasibility of an intermodal transportation center in the Greater Keene area. Work efforts are approximately 27% (\$18,000.00 out of the available \$67,500.00) complete based on expenditures to date.

The Contract has been approved by the Attorney General as to form and execution and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office and subsequent to Governor and Executive Council approval, will be on file at the NH Department of Transportation.

It is respectfully requested that authority be given to amend this agreement as outlined above.

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachments

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
AND  
SOUTHWEST REGION PLANNING COMMISSION  
CONTRACT AMENDMENT A

WHEREAS, the Governor and Executive Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Region Planning Commission on February 7, 2018, Item #19 for the period of June 30, 2018 through June 30, 2019;

WHEREAS, the vendor, Southwest Region Planning Commission and NHDOT have agreed to amend certain provisions of the agreement;

WHEREAS, Article I, F., Date of Completion, of the Contract Agreement is June 30, 2019 and NHDOT wishes to amend the date to June 30, 2020.

**RESOLVED, that the agreement be amended as follows:**

Article I, F., Date of Completion, of the Contract Agreement shall be amended to read June 30, 2020. All other provisions of the agreement shall remain in effect.

## ARTICLE I

The COMMISSION shall develop an acceptable reporting system capable of indicating project status on, at least a monthly basis for all major task categories of the mutually agreed upon UPWP. Monthly progress reports shall be submitted by the COMMISSION to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT, based on both percentage of funding spent and on percentage of work actually completed, and a narrative explanation of each major task progress. These monthly progress reports must accompany invoices for payment in order for reimbursement to occur.

### E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

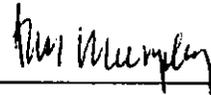
Reports, plans, and documents shall be submitted to the DEPARTMENT in accordance with the schedule outlined in the attached work program.

### F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2020.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT   X  , proposed subconsultant       , hereby certifies that it has   X  , has not        developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has       , has not       , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has   X  , has not       , filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Southwest Region Planning Commission  
(Company)  
By:   
Executive Director  
(Title)

Date:   April 19, 2019  

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: March, 2015) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Southwest Region Planning Commission, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

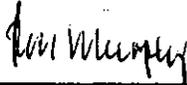
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

April 19, 2019  
(Date)

  
(Signature)

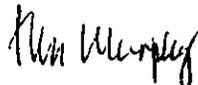
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

**Consultant**

CONSULTANT

Dated: April 19, 2019

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

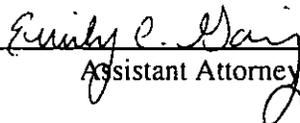
Dated: 5/3/19

By:   
Commissioner, NHDOT

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: May 17, 2019

By:   
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:

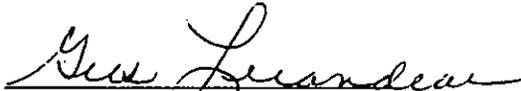
By: \_\_\_\_\_  
Secretary of State

## CERTIFICATE OF VOTE

I, Gus Lerandean, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that at a meeting held on December 13, 2017:

1. I am the duly elected and acting Vice-Chairman of the Southwest Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southwest Region Planning Commission Executive Committee authorized the Executive Director, Tim Murphy, to execute any documents which may be necessary to effectuate the UPWP contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

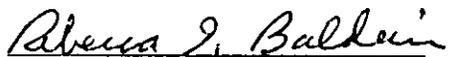
IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission on this 19<sup>th</sup> day of April, 2019.

  
Gus Lerandean, Vice-Chairman

STATE OF NEW HAMPSHIRE  
County of Cheshire

On this 19<sup>th</sup> day of April 2019, before me Rebecca I. Baldwin, the undersigned officer, personally appeared, Gus Lerandean, who acknowledged himself to be the Vice-Chairman of the Southwest Region Planning Commission, and that he, as such Vice-Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

  
Notary Public, Justice of the Peace  
(Official Seal)

September 5, 2023  
My Commission Expires



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	<b>Member Number:</b> 566	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
<b>Type of Coverage</b>	<b>Effective Date</b> (mm/dd/yyyy)	<b>Expiration Date</b> (mm/dd/yyyy)	<b>Limits - NH Statutory Limits May Apply, If Not</b>
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident      \$2,000,000 Disease - Each Employee      \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)
Description: Proof of Primex Member coverage only.			

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
Department of Transportation Attention: William Rose PO Box 483 Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/16/2019    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com		<b>FAX (A/C, No):</b> 603-357-8491
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Liberty Mutual Insurance Company		<b>NAIC #</b> 23043
<b>INSURED</b> <span style="float:right">SOUTHWEST</span> Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

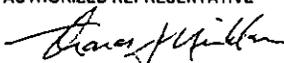
**COVERAGES** **CERTIFICATE NUMBER: 274799723** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY, <input type="checkbox"/> PRO-JECT, <input type="checkbox"/> LOC			BZO58635807	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAO58635807	8/13/2018	8/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 NH Dept of Transportation is named as an additional insured when required by written contract.

These policies will continue on for the 2019-2020 term starting 07/01/19 pending payment being received on time.

<b>CERTIFICATE HOLDER</b>  NH Dept of Transportation Attn: William Rose PO Box 483 Concord NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## NON-DISCRIMINATION ASSURANCES

The **AGENCY TITLE** (hereinafter referred to as the "RECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights ACT of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal REGULATIONS, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights ACT of 1964 (hereinafter referred to as the REGULATIONS) and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or Activity for which the RECIPIENT receives Federal financial assistance from the Department of Transportation, including the Federal Highway and Federal Transit Administrations, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS and made in connection with the UNIFIED PLANNING WORK PROGRAM and, in adapted form in all proposals for negotiated agreements:

*The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age, disability, or religion in consideration for an award.*

3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to this ACT and the REGULATIONS.
4. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.
5. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.

6. The RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the ACT, the REGULATIONS, and this assurance.
7. The RECIPIENT agrees that the United States and the State of New Hampshire have the right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE UNIFIED PLANNING WORK PROGRAM and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the UNIFIED PLANNING WORK PROGRAM.

The person below is authorized to sign these assurances on behalf of the RECIPIENT:

Signature Tim Murphy Date: April 19, 2019

Name/Title Tim Murphy, Executive Director

Attachments: Appendix A

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT 7**

**CERTIFICATE OF GOOD STANDING**

The Southwest Region Planning Commission is not required to have a Certificate of Good Standing because they are a "political subdivision" under RSA 36:49—a.



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #19  
Date 2-7-18



William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance  
December 19, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Southwest Region Planning Commission (Vendor #155492), Keene, NH, in the amount of \$67,500.00 to study the feasibility of a potential intermodal transportation center in the greater Keene area from the date of Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2018 and FY 2019 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-096-096-962515-2944	<u>FY 2018</u>	<u>FY 2019</u>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$33,750.00	\$33,750.00

EXPLANATION

The Bureau of Rail & Transit, as it does with all its other Federal Transit Administration (FTA) grant programs, conducts a regular biennially competitive solicitation for Statewide Planning & Research Program funds for planning and technical activities pertinent to public transportation systems. This solicitation allows the limited funds to respond to the actual planning needs and fund larger projects than a formula-based allocation would. This competitive solicitation allows the Department to help address actual transit planning needs as identified by eligible sub recipients, who according to FTA Circular 8100.1C are Metropolitan Planning Organizations (MPOs), local governmental authorities and operators of public transportation systems. After project evaluation and selection, FTA Statewide Planning & Research Program funds are transferred to Federal Highway Administration (FHWA) and administered as Consolidated Planning Grants to allow for: (1) simplified contracting by the Department, (2) simplified work activity, accounting and billing by the sub recipients that also usually are sub recipients of other FHWA funds, and (3) the "Lead Grant Agency" (FHWA) to have responsibility for day-to-day grant program support activities.

The NH Department of Transportation (NHDOT) released a public notice requesting proposals to conduct the transit planning activities from interested transit providers and Regional Planning Commissions (RPCs). The Department has approved these project awards using a competitive application process. Project applicants were required to submit a letter of interest in advance of the

project application. NHDOT released a two-year project solicitation on January 6, 2017, and distributed directly to NH public transit providers and RPC/MPOs via email. NHDOT also listed the project solicitation on Bureau of Rail & Transit's funding webpage (with all other transit-related funding opportunities) and announced project solicitation at several meetings with potential applicants. Applications were submitted to the NHDOT Bureau of Rail and Transit, due date February 23, 2017. Staff from the Department's Bureau of Rail and Transit scored the applications using published criteria including eligibility, public support, sustainability, and benefit to the transportation system. The projects were ranked according to their score. Each vendor met the requirements of the application process, and was awarded funding.

The Southwest Region Planning Commission will utilize the funding to complete a planning study to help Southwest Region Planning Commission, the City of Keene and other partners to study the feasibility of a potential Intermodal Transportation Center in the greater Keene area.

The Southwest Region Planning Commission can accomplish this work for a total fee not to exceed \$75,000.00. The funding to be used is from, FHWA Consolidated Planning Grant funds and local funds. The Federal portion \$60,000.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$7,500.00 in matching funds from Turnpike Toll Credits (which effective makes \$67,500.00 in federal funds) and additional \$7,500.00 in matching funds provided by the Southwest Region Planning Commission.

The Contract has been approved by the Attorney General as to form and execution, and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Executive Council approval, will be on file at the NHDOT.

It is respectfully requested that authority be given to enter into a Contract for professional services as detailed in the Requested Resolution.

Sincerely,

 for

Victoria F. Sheehan  
Commissioner

Attachments

SFY 2018 & 2019 FTA Section 5305(e) Statewide Planning & Research Program Application Review

Scoring Criteria	Weight	CNHRPC Boarding, Alighting and Schedule Adherence Study (WITHDRAWN to be funded as part of CAT RTAP study)				CNHRPC Coordinated Transit and Human Services Transportation Plan				LRPC Regional Transit System Services Expansion Study				SWRPC (Intermodal) Transportation Center Feasibility Study				ULSRPC (Sherrill Range Transit) Operational Plan for Southwestern Community Services				ULSRPC Coordinated Public Transit and Human Services Coordination Plan updated for Sullivan and Grant Counties							
		Scorers			Weighted Average	Scorers			Weighted Average	Scorers			Weighted Average	Scorers			Weighted Average	Scorers			Weighted Average								
		A	B	C		A	B	C		A	B	C		A	B	C		A	B	C									
Scored by the following NHDOT personnel: A: Carol Spotswood, B: Fred Butler, C: Mike Pouliot																													
The applicant & proposed service/projects are eligible for FTA Section 5305(e) funding per Circular C8100.1C? (Disqualified if no)	Y/N	Y	Y	Y		Y	Y	Y		Y	Y	Y		Y	Y	Y		Y	Y	Y		Y	Y	Y					
If applicant is MPO, MPO has provided sufficient justification for not using MPO's apportionment for the project. ("n/a" if not an MPO)	Y/N	N/A				N/A				Y				N/A				N/A											
The applicant provides clear details regarding the project, including schedule and breakdown of tasks based on approximate staff hours & budget per task as well as deliverables	25%	9	9	8	14.2%	9	9	9	22.5%	9	9	9	22.5%	8	9	8	20.8%	8	8	8	20.0%	8	8	8	20.0%				
The applicant provides sufficient justification for the proposed project (e.g., includes objective data, cites prior studies that identify a gap, etc.)	25%	8	8	8	13.3%	8	9	9	21.7%	10	9	9	23.3%	7	8	7	18.3%	6	7	6	15.8%	7	8	7	18.3%				
The proposed project addresses existing service or how to improve connectivity to such	20%	9	9	9	12.0%	9	9	9	18.0%	10	7	10	18.0%	8	8	7	15.3%	7	10	7	16.0%	7	10	7	16.0%				
The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government (e.g., letters of support)	10%	5	5	6	3.7%	5	5	6	5.3%	10	10	9	9.7%	6	9	6	7.0%	5	5	6	5.3%	5	5	6	5.3%				
The applicant will provide entire cash match (20%) in lieu of utilizing toll credits	10%	10	10	10	6.7%	5	5	5	5.0%	10	10	10	10.0%	5	5	5	5.0%	10	10	10	10.0%	10	10	10	10.0%				
The proposed project addresses an FTA planning emphasis area or required plan (such as a Coordinated Public Transportation-Human Services Plan)	10%	9	9	8	5.7%	8	10	10	9.3%	10	9	9	9.3%	8	9	9	8.7%	7	9	8	8.0%	8	10	9	9.0%				
	100%	50 0 49				55.5%				81.8%				92.8%				75.2%				75.2%				78.7%			

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 10

- Notes:
- (1) No justification for not using MPO apportionment
  - (2) No letter(s) of support though CAT and City of Concord are listed a collaborating partners
  - (3) Not directly but project is a joint effort with CNHRPC and LRPC with both providing local matching funds
  - (4) No letter(s) of support
  - (5) Both CNHRPC & LRPC propose toll credits for 50% of match though no letters of request or approval are provided
  - (6) Not directly but project requires the hiring of a consultant.
  - (7) No letter(s) of support
  - (8) SWRPC proposes toll credits for 50% of match though no letter of request or approval is provided
  - (9) No MPO funding. Match is provided by CTAA grant.
  - (10) (Removed)
  - (11) No letter(s) of support
  - (12) (Removed)
  - (13) No letter(s) of support

Rating Scale (0-10 scale)	
Point Value	Explanation
0	None. Not addressed or response of no value
1 - 3	Fair. Limited applicability
4 - 6	Good. Some applicability
7 - 8	Very Good. Substantial applicability
9 - 10	Excellent. Total applicability

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE**  
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ARTICLE I

SOUTHWEST REGION  
PLANNING COMMISSION  
FED. NO.: X-A004(619)  
STATE NO. 41375A

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT  
FOR PLANNING SERVICES**

**PREAMBLE**

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Southwest Region Planning Commission, with principal place of business at 37 Ashuelot Street in the City of Keene, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to continue the comprehensive cooperative transportation planning process in all communities falling under the jurisdictions of the Southwest Region Planning Commission.

The DEPARTMENT requires planning services to complete the tasks set forth in the attached work program.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

**ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth in the Unified Planning Work Program (UPWP).

A. **LOCATION AND DESCRIPTION OF PROJECT**

All communities falling under the jurisdiction of the Southwest Region Planning Commission.

B. **SCOPE OF WORK**

The Southwest Region Planning Commission will utilize the funding to complete a planning study to help Southwest Region Planning Commission, the City of Keene and other partners to study the feasibility of a potential Intermodal Transportation Center in the greater Keene area.

C. **MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish to the COMMISSION data and/or records pertinent to the work to be performed.

D. **WORK SCHEDULE AND PROGRESS REPORTS**

The COMMISSION shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The COMMISSION shall complete these services without delay unless unable to do so for causes not under the COMMISSION'S control.

The COMMISSION'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

ARTICLE I

The COMMISSION shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all major task categories of the mutually agreed upon UPWP. Monthly progress reports shall be submitted by the COMMISSION to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT, based on both percentage of funding spent and on percentage of work actually completed, and a narrative explanation of each major task progress. These monthly progress reports must accompany invoices for payment in order for reimbursement to occur.

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS.

Reports, plans, and documents shall be submitted to the DEPARTMENT in accordance with the schedule outlined in the attached work program.

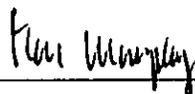
F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2019.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT  X , proposed subconsultant \_\_\_\_\_, hereby certifies that it has  X , has not \_\_\_\_\_ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has  X , has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Southwest Region Planning Commission  
(Company)

By:  

Executive Director  
(Title)

Date: December 13, 2017

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: March 2015) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Southwest Region Planning Commission, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

December 13, 2017  
(Date)

*Ken Murphy*  
(Signature)

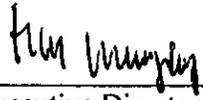
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

**Consultant**

CONSULTANT

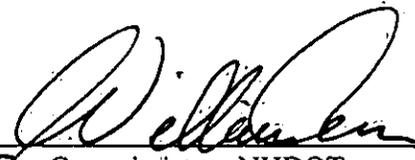
Dated: December 13, 2017

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

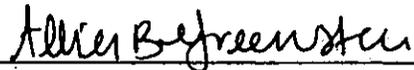
Dated: 12/29/17

By:   
Commissioner, NHDOT

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

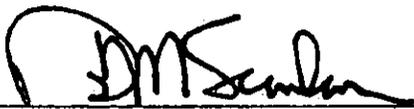
Dated: 1/19/2018

By:   
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on FEB 07 2018 approved this AGREEMENT.

Dated: FEB 07 2018

Attest:   
By: 

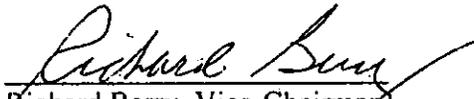
Secretary of State  
**DEPUTY SECRETARY OF STATE**

## CERTIFICATE OF VOTE

I, Richard Berry, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that at a meeting held on December 13, 2017:

1. I am the duly elected and acting Vice-Chairman of the Southwest Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southwest Region Planning Commission Executive Committee authorized the Executive Director, Tim Murphy, to execute any documents which may be necessary to effectuate the UPWP contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission on this 13<sup>th</sup> day of December, 2017.

  
Richard Berry, Vice-Chairman

STATE OF NEW HAMPSHIRE  
County of Cheshire

On this 13<sup>th</sup> day of December 2017, before me Rebecca I. Baldwin, the undersigned officer, personally appeared, Richard Berry, who acknowledged himself to be the Vice-Chairman of the Southwest Region Planning Commission, and that he, as such Vice-Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

  
Notary Public, ~~Justice of the Peace~~  
(Official Seal)

September 18, 2018  
My Commission Expires



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

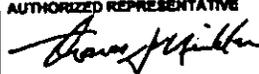
<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (AG. No. Ext): 603-352-2121      FAX (AG. No): 603-357-8491 E-MAIL ADDRESS: car24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> SOUTHWEST Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>INSURER A:</b> Liberty Mutual Insurance Company      23043	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 455139574**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		BOP9242709	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		8A9347331	8/13/2017	8/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is listed as Additional Insured.

<b>CERTIFICATE HOLDER</b>  NH Dept of Transportation Attn: William Rose PO Box 483 Concord NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		<b>Member Number:</b> 566	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2016	1/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 12/18/2017    tdeniver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax